

15-638565  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MAERSK LINE,

Plaintiff,

- against -

TOBER GROUP, INC.,

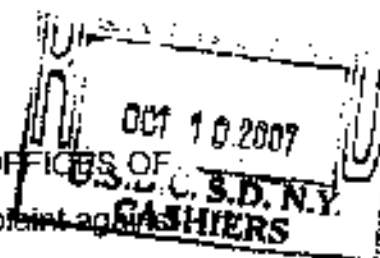
Defendant.  
-----X

07 CIV 8754

CIVIL COMPLAINT  
IN ADMIRALTY

Plaintiff MAERSK LINE, by its attorneys, LAW OFFICES OF  
ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against  
defendant TOBER GROUP, INC., in personam, in a cause of action civil and  
maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq.
2. At all times hereinafter mentioned, plaintiff MAERSK LINE was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 6000 Carnegie Blvd., Charlotte, NC 28209.
3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.
4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published tariff, all as set forth in Schedule A.
5. Thereafter, the goods were carried to the ports of destination and delivered to the consignee and/or its agents.



6. Plaintiff has performed all duties and obligations required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and refuse to remit payment of \$41,573.00, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$41,573.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendants citing them to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York  
October 10, 2007

LAW OFFICES OF  
ALBERT J. AVALLONE & ASSOCIATES

By

  
Albert J. Avallone - AA1679  
Attorneys for Plaintiff  
MAERSK LINE  
551 Fifth Avenue, Suite 1625  
New York, NY 10176  
(212) 696-1760

## I. Defendant's status &amp; address:

A. Upon information and belief and at all times hereinafter mentioned, defendant TOBER GROUP, INC. was and still is a corporation organized and existing under the laws of the State of New York, with offices and a place of business at 38 Pulaski St., Bayonne, NJ 07002, with an agent for service of process, Stuart J. Stein, at 400 Garden City Plaza, Garden City, NY 11530.

## II. Details of shipment(s):

1. Bill of Lading No. MAEU512193646, dated March 5, 2007, from Tacoma to Abu Dhabi on the Vessel MAERSK KARACHI, eight containers SAID TO CONTAIN: EARTH MOVING EQUIPMENT, at the applicable tariff and/or Service Contract rate of \$40,788.00 (Exhibit A).

Amount Paid: \$0

Amount Due: \$40,788.00

2. Bill of Lading No. MAEU523809363, dated September 2, 2007, from Newark to Haifa on the Vessel MAERSK MAINE, one container SAID TO CONTAIN: AUTO PARTS, at the applicable tariff and/or Service Contract rate of \$785.00 (Exhibit B).

Amount Paid: \$0

Amount Due: \$785.00

III. Total Amount Due: \$41,573.00

**MAERSK LINE****NON-NEGOTIABLE WAYBILL**

TCAC MAEU

B/L No. 512193646

Shipper  
TOBER GROUP, INC.  
38 PULASKI STREET  
BAYONNE, NJ 07002

Booking No.  
512193646

Export reference  
61070307

S/C Contract  
175471

Consignee  
BOSKALIS WESTMINSTER MIDDLE EAST  
FLAT 1103, SAIF BIN GHOLBASH BLDG  
ZAYET 2ND STREET  
ABU DHABI UNITED ARAB EMIRATES

Notify Party  
SAME AS CONSIGNEE

This contract is subject to the terms and conditions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Maersk Line Bill of Lading (available from the carrier, its agents and at [www.maerskline.com](http://www.maerskline.com)), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorized agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the

Oversight internal routing (this part of Carriage as defined in clause 1, for account and risk of Merchant)

Vessel  
MAERSK KARACHI

Voyage  
0703

Place of Receipt. Applicable only when document used as Multimodal Waybill

Port of Loading  
TACOMA

Port of Discharge  
ABU DHABI

Place of Delivery. Applicable only when document used as Multimodal Waybill

**PARTICULARS FURNISHED BY SHIPPER**

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No.

8 containers said to contain 13841 PCS

Weight  
122472.00 KGS

Measurement  
283.200 CBM

EARTH MOVING EQUIPMENT  
H.S.8429,

260000.00L  
10000.000F

AES ITN #X20070228019814

POINT AND COUNTRY OF ORIGIN:  
NJ, US

S/C NO.: 175471

AS ADDRESSED:

These particulars are declared by Shipper, but without responsibility of or representation by Carrier

| Freight & Charges             | Rate     | Unit               | Currency | Prepaid  | Collect |
|-------------------------------|----------|--------------------|----------|----------|---------|
| Basic Ocean Freight           | 12000.00 | Per Container      | USD      | 12000.00 |         |
| Basic Ocean Freight           | 1165.00  | Per Container      | USD      | 4660.00  |         |
| Basic Ocean Freight           | 9000.00  | Per Container      | USD      | 9000.00  |         |
| Basic Ocean Freight           | 6000.00  | Per Container      | USD      | 6000.00  |         |
| Basic Ocean Freight           | 7500.00  | Per Container      | USD      | 7500.00  |         |
| Documentation Fee - Destina   | 200.00   | Per Bill of Lading | AED      |          | 200.00  |
| Handling Charge - Destinat    | 450.00   | Per Container      | AED      |          | 1800.00 |
| Transport Arbitrary - Destina | 550.00   | Per Container      | AED      |          | 2200.00 |

Carrier's Receipt: Total number of containers or packages received by Carrier

Place of Issue of Waybill  
Mount Pleasant

Received by the Carrier from the Shipper, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein, the total number or quantity of containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"

Received for Shipment Date  
2007-03-05

Date Issue of Waybill

Declared Value Charges (see clause 7.3 of the Maersk Line Bill of Lading) for Declared Value of USD

Forwarder  
TOBER GROUP INC  
RANDOLPH STREET  
Brooklyn NY  
11237

Signed for the Carrier A.P. Heller - Maersk Line as Maersk Line

As Agent(s) for the Carrier  
Maersk Inc - Charleston CRC

This transport document has one or more numbered attachments

**EXHIBIT "A"**

AMFJ4220584 ML-NONE 40 FLAT 8'6 1 PCS 20412.00 KGS 35.400 CBM  
 C1972 ML-NONE 20 DRY 8'6 180 PCS 4536.00 KGS 35.400 CBM  
 Shipper Seal : 203065  
 TRLL9203599 ML-NONE 40 OPEN 8'6 10 PCS 15876.00 KGS 35.400 CBM  
 Shipper Seal : C1065  
 C1966 ML-NONE 20 DRY 8'6 3954 PCS 4536.00 KGS 35.400 CBM  
 Shipper Seal : 01002  
 MAEU3313710 ML-NONE 40 FLAT 8'6 1 PCS 22680.00 KGS 35.400 CBM  
 C925 ML-NONE 20 DRY 8'6 2544 PCS 38556.00 KGS 35.400 CBM  
 Shipper Seal : 218204  
 CAXU3500858 ML-NONE 20 OPEN 8'6 3 PCS 11340.00 KGS 35.400 CBM  
 Shipper Seal : 01235  
 C1967 ML-NONE 20 DRY 8'6 7148 PCS 4536.00 KGS 35.400 CBM  
 Shipper Seal : 01340  
 SHIPPER'S LOAD, STOW, WEIGHT AND COUNT

THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE  
 UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS.

DIVERSION CONTRARY TO U.S.LAW PROHIBITED.

FREIGHT PREPAID

CY / CY

| Freight & Charges          | Rate   | Unit          | Currency | Prepaid  | Collect |
|----------------------------|--------|---------------|----------|----------|---------|
| Emergency Bunker Surcharge | 356.00 | Per Container | USD      | 1461.00  |         |
| Emergency Risk Surcharge   | 35.00  | Per Container | USD      | 140.00   |         |
| Carrier Security Charge    | 6.00   | Per Container | USD      | 24.00    |         |
| Total AED                  |        |               | AED      |          | 4200.00 |
| Total USD                  |        |               | USD      | 40788.00 |         |



|  |                                   |   |
|--|-----------------------------------|---|
| Shipper<br><b>TOBER GROUP, INC.</b><br><b>38 PULASKI STREET</b><br><b>BAYONNE, NJ 07002-0000</b><br><b>EIN# 113306317</b>  |                                   | Booking No.<br><b>523809363</b><br><br>Export reference<br><b>61071948</b><br><br>Covered inland routing (that part of Carriage as defined in clause 3. For account and risk of Merchant) |
| Consignee (responsible only if consigned "to order", "to order of" a named Person or "to order of bearer")<br><b>MOVERSAL UNIVERSAL</b><br><b>5 TEL GIBORIM STREET</b><br><b>TEL AVIV ISRAEL</b><br><b>VAT# 51-0770985</b> |                                   | Notify Party (see clause 22)<br><b>SAME AS CONSIGNEE</b>  |
| Vessel (see clause 1 - 18)<br><b>MAERSK MAINE</b>  | Voyage no.<br><b>0713</b>         | Place of Receipt, Applicable only when document used as Multimodal Transport B/L (see clause 3)   |
| Port of Loading<br><b>Newark</b>   | Port of Discharge<br><b>Haifa</b> | Place of Delivery, Applicable only when document used as Multimodal Transport B/L (see clause 3)  |

## PARTICULARS FURNISHED BY SHIPPER

Kind of Packages, Description of goods, Marks and Numbers, Container No./Seal no.

1 Container Said to Contain 16 PIECES

 AUTO PARTS  
 H.S.#8479

 15746.00L  
 706.290F

 AES #  
 X20070823032473

 POINT AND COUNTRY OF ORIGIN:  
 NJ, US

S/C NO: 175471

 MSKU2958776 ML-NONE 20 DRY 8'6 16 PIECES 7142.340 KGS 20.0020 CBM  
 Shipper Seal : 5616485  
 SHIPPER'S LOAD, STOW, WEIGHT AND COUNT

 THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE  
 UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS.

See particulars as declared by Shipper, but without responsibility of or representation to Carrier (see clause 14)

| Freight & Charges              | Rate   | Unit               | Currency | Prepaid | Collect |
|--------------------------------|--------|--------------------|----------|---------|---------|
| Basic Ocean Freight            | 685.00 | Per Container      | USD      | 685.00  |         |
| unker Adjustment Factor        | 0.00   | Per Container      | USD      | 0.00    |         |
| hassis Usage                   | 0.00   | Per Container      | USD      | 0.00    |         |
| ongestion Surcharge            | 55.00  | Per Container      | USD      | 55.00   |         |
| ocumentation Fee - Destination | 100.00 | Per Bill of Lading | ILS      |         | 100.00  |
| landing Charge - Destination   | 29.00  | Per Container      | USD      |         | 29.00   |
| lectronic Data Interchange Fee | 16.00  | Per Bill of Lading | USD      |         | 16.00   |

 Merchant's Receipt (see clause 1 and 14): Total number  
 containers or packages received by Carrier

- container(s)

 Order & Sequence of Original B/L(s).  
 THREE/3

Declared Value (see clause 7.3)

 Forwarder  
**TOBER LOGISTICS INC**  
**PULASKI ST**  
**Bayonne NJ**  
**07002**

 Place of Issue of B/L  
**Charlotte**

Date of Issue of B/L

 Shipped on Board Date  
**2007-09-02**

SHIPPED, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein, the said number or quantity of Containers or other packages or units included in the captioned "Carrier's Receipt" for Carriage from the Port of Loading to the Port of Discharge, if so indicated above, to the Port of Discharge for the Port of Delivery, if so indicated above, both cargoes being subject to the terms, rights, obligations, conditions, exceptions, limitations, and special clauses (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE HEREOF) numbered 1-16 and THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFFS and the Merchant's attention is drawn to the fact that in particular in the Carrier's Receipt in respect of an item of cargo (see clause 18) and the carrying vessel (see clause 18), where the bill of lading is non-negotiable the Carrier may give delivery of the Goods to the named consignee after reasonable proof of identity and without requiring surrender of an original bill of lading, where the bill of lading is negotiable, the Merchant is obliged to surrender the original, duly endorsed, bill of lading to the Carrier. The Carrier accepts a duty of reasonable care to check that any such document which the Merchant surrenders is a bill of lading in genuine and original. If the Carrier considers that this duty is not fulfilled, the bill of lading is voidable and the Carrier is not bound to deliver the Goods against its presentation. In accepting the bill of lading, any bills of lading or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on this bill or otherwise set forth, as fully as if they were all signed by the Merchant.

IN WITNESS WHEREOF the number of original bills of lading stated on this bill have been signed and wherever one original bill of lading has been surrendered any others shall be void.

Signed for the Carrier A.P. Moller - Maersk A/S trading as Maersk Line

As Agent(s) for the Carrier

this transport document has one or more numbered attachments

EXHIBIT "B"

DIVERSION CONTRARY TO U.S. LAW PROHIBITED.

FREIGHT PREPAID

CY/CY

| Freight & Charges             | Rate  | Qty.               | Unit | Currency | Prepaid | Collect |
|-------------------------------|-------|--------------------|------|----------|---------|---------|
| Emergency Risk Surcharge      | 9.00  | Per Container      |      | USD      |         | 9.00    |
| Manual Documentation Process  | 25.00 | Per Bill of Lading |      | USD      |         | 25.00   |
| Port Security Charge - Export | 5.00  | Per Container      |      | USD      |         | 5.00    |
| Carrier Security Charge       | 6.00  | Per Container      |      | USD      |         | 6.00    |
| Total ILS                     |       |                    |      | ILS      |         | 100.00  |
| Total USD                     |       |                    |      | USD      | 785.00  | 45.00   |